

**The Hopatcong Board of Education  
Sussex County, New Jersey**

**AND**



**Hopatcong Transportation Workers'  
Association**

**EMPLOYMENT CONTRACT  
2011 through June 30, 2014**

## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the Hopatcong Transportation Workers' Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and part-time school bus drivers.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

- A. A grievance is a claim based upon the interpretation, application or violation of express contract terms, statutes and rules affecting terms and conditions, and policies and administrative decisions.
- B. Failure of the aggrieved person to meet the time limits at any step, for any reason, shall result in termination of the grievance.
- C. If a grievance is based on a change in terms of employment during the school year, then the management action that gave rise to the grievance shall remain in force and effect until the grievance is resolved.
- D. Disposition of grievances at all levels shall be in writing and state with particularity, the basis of the decision to resolve the grievance or the reasons for proceeding to the next level. Copies of correspondence at all levels shall be mailed to the Superintendent of Schools.

E. **Level One**

- 1. **Informal:** An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances shall be discussed with the employee's immediate supervisor within 30 work days from the time the aggrieved party became aware of the problem.
- 2. **Formal:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing with the Business Administrator within five (5) school days after informal discussion of the grievance. The Business Administrator may render his/her written decision within five (5) school days after receipt of the employee's grievance. Copies of the written decision shall be forwarded to the aggrieved employee, Association, and the Superintendent of Schools.

F. **Level Two – Superintendent of Schools**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within five (5) school days after the written presentation of the grievance, he/she may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools, who shall render a written decision within five (5) school days after receipt of the grievance.

**G. Level Three - Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to the Board. The Association may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

**H. Level Four - Arbitration**

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered per G above, the Association may within ten (10) days submit the grievance to The American Arbitration Association and shall notify the Board in writing of said request for arbitration.
2. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which would require the commission of an act prohibited by law, which is violative of the terms of this agreement, or which would significantly interfere with the exercises of inherent management prerogatives pertaining to the determination of governmental policy. The decision of the arbitrator shall be submitted to the Board and the Association. The arbitrator's decision shall be advisory in nature.

**ARTICLE III**  
**NEGOTIATIONS**

The parties agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment. Negotiations shall begin in accordance with the provisions of P.L. 123.

**ARTICLE IV**  
**DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this agreement on the basis of race, creed, religion, national origin, sex, or marital status.

**ARTICLE V**  
**EVALUATIONS**

- A. All employees covered by the contract are to be formally evaluated two times a year [one Fall, one Spring] with copies of each evaluation being forwarded to the Superintendent of Schools, personnel file and individual. Evaluation Reports shall be presented to each employee by his/her immediate supervisor and shall be issued in the name of the immediate supervisor.

- B. The employee shall be presented with a copy of the evaluation report at least two (2) working days prior to the scheduled meeting with the supervisor to discuss the report. The employee shall be entitled to have his/her representative at any such meeting. After the meeting, the employee shall sign the evaluation report indicating only that he/she has read the report and that the requirement of the meeting has been met. The employee's signature is in no way to be recognized as giving approval to or agreeing with such report.
- C. The employee shall have the right to submit a written answer to any material derogatory to any employee's conduct, service, character or personality and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- D. Although the Board agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

#### **ARTICLE VI** **POSTING**

Job posting will be in accordance with present practice and will require posting for a minimum of five (5) days.

#### **ARTICLE VII** **JURY DUTY**

Employees who serve a full day of jury duty will not be required to report to work on that day and will receive full pay for the day providing that they submit proper documentation from the courts certifying the dates and times served.

#### **ARTICLE VIII** **ASSOCIATION DUES**

Deductions from employees' salaries shall be made by the Board of Education in accordance with N.J.S.A. 34:13 (a)-54.

#### **ARTICLE IX** **EMPLOYMENT NOTIFICATION**

- A. Reasons shall be given for all dismissals. The Board shall give two (2) weeks notice to all ten (10) month employees and notify the Association. The employee, within ten (10) days, may request a full Board hearing. The hearing will be scheduled for the next Regular Meeting of the Board, or within 31 calendar days. All employee dismissals shall be for just cause.
- B. Notification of changes in assignments shall be provided by August 15<sup>th</sup> or sooner, if possible, of each year for 10 month employees. Upon notification of a potential hardship with respect to this change in assignment to the immediate supervisor, a shift change or assignment may be withdrawn.
- C. All employees shall receive a written promise of reasonable employment letter to sign at the end of the school year.

## **ARTICLE X**

### **SENIORITY**

Dismissals and recalls, as a result of a reduction in force, shall be effected on the basis of seniority. Summer employment shall be on the basis of seniority.

## **ARTICLE XI**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Absence for personal illness shall be allowed and shall include full pay not exceeding ten (10) working days in any one year. Medical verification of illness may be required as per statute. If fewer than ten (10) days of sick leave are taken in any year, the number of days not utilized shall be cumulative indefinitely. Any Transportation Worker Association member who maintains 100% attendance during the contract year, excluding bereavement days, will be paid the equivalent of two (2) days pay. Payment will be made to the employee on June 30<sup>th</sup> of that contract year.
2. Call in time for transportation workers on sick leave will be no later than 5:00 a.m. One warning will be provided if call-in is late. After one warning, transportation workers will be docked one day of pay.
3. Employees requesting PERS retirement will be paid at a rate of \$11 per day for unused sick days. The maximum number of sick days paid will be sixty (60).

#### **B. Death in Family**

1. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) school days. Immediate family is defined as mother, father, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, grandchild, stepfamily, and member of the immediate household.
2. In addition, any employee may use one day per year with pay to attend the funeral of a person not a relative or otherwise listed above.

#### **C. Personal Leave**

Absence for personal reasons shall be allowed and shall include full pay not exceeding three [3] days in any school year. Request for personal leave must be forwarded to the Business Office or appropriate supervisor at least three [3] days prior to actual leave except in the case of an emergency. Additional personal leave may be allowed upon recommendation of the Business Administrator/Board Secretary without pay. Any personal absence on the day before a school vacation or the day after a school vacation shall be without pay, unless previously approved by the appropriate supervisor. Any unused personal days shall be carried over into the next year as sick leave.

**ARTICLE XII**  
**SALARY AND HOURS OF WORK**

- A. The assignment of Educational Support Personnel (ESP) to buses shall be determined by a student's individualized education program.
- B. The work year for all transportation workers will be 180 days on which school is in session for students. On all other days when school is not in session, the hourly rate will be at the regular rate provided the Board Office is open. If the Board Office is closed due to holidays and driving is necessary for sports or other activities, transportation workers will be paid at time and one half (1 ½).
- C. All transportation workers will be paid on the 15<sup>th</sup> and the last working day of each month.
- D. Adjustments in pay shall be made on the 15<sup>th</sup> of the month pay period directly following the month in which the additional hours have been accumulated.
- E. The overage hours worked during the month of May will be utilized to make any adjustments to the annual projected salary with the June 30<sup>th</sup> paycheck.
- F. Hourly rates for Saturday work shall be calculated at one and one half (1 ½) times the regular rates and the hourly rates for Sunday and Holiday work shall be at two (2) times the regular rate.
- G. Minimum starting salaries for new transportation workers will be \$12.50 per hour for the term of this contract.
- H. A Salary increase for each of the three (3) year term of the contract is \$.30 per hour. A clear and unambiguous statement of dollar and cents per hour raise that will be applied to each employee's salary in each year of the agreement, as well as the starting hourly rate for each year will be provided. Also included will be the employee's date of hire. A possible 1% merit increase on the base salary will be provided annually after evaluation and determination by the Supervisor.
- I. Starting with the 2007/08 year, longevity for transportation workers shall be as follows:

After 3 years	\$200.00
After 7 years	\$400.00
After 10 years	\$600.00
After 15 years	\$700.00
After 20 years	\$850.00
- J. On a weekend trip, transportation workers must be notified a minimum of two [2] hours in advance of scheduled departure time if there is a cancellation. Failure to do so would require a payment of three [3] hours at the regular weekend rate.

**ARTICLE XIII**  
**TRAINING**

Transportation workers will be required to attend state mandated training sessions during the course of a work year. The Board will pay any registration fees required. Attendance at sessions outside of their regularly scheduled work day will be paid at the prevailing hourly rate for each employee.

**ARTICLE XIV**  
**CDL/ANNUAL PHYSICAL**

The Board of Education will pay for CDL renewals and an annual physical by our school physician.

**ARTICLE XV**  
**HEALTH INSURANCE OPTION**

Transportation Association members having achieved 20 years of consecutive service to the district will be eligible to become part of our health insurance program for single coverage at their cost. The Board will contribute \$500 annually should the driver choose this optional coverage. At the conclusion of 25 years of consecutive service and in accordance with NJ Pension laws at that time, the transportation worker will be eligible for State Health Benefits at retirement at whatever cost and/or coverage the plan dictates at that time.

**ARTICLE XVI**  
**UNIFORMS**

Transportation workers will be provided one winter and one spring jacket (lightweight) per year.

**ARTICLE XVII**  
**HANDBOOK**

The transportation workers' employee handbook will be mutually reviewed by the Board and the Association for modification. A question/answer section clarifying previously stated terms and conditions of employment will be included.

Clifford R. Lundin \_\_\_\_\_ 11/9/13  
Clifford Lundin, President, Hopatcong Board of Education Date

Richard Lavery \_\_\_\_\_ 1/7/13  
Richard Lavery, Hopatcong Board of Education Date

Joan Marshall \_\_\_\_\_ 1/9/13  
Joan Marshall, President, Hopatcong Transportation Workers Association Date